

Eastern Irrigation District

BYLAW 925 (2018)

Being a Bylaw of the Eastern Irrigation District to set the fees for Household Purposes agreements, Water Conveyance agreements, Rural Water Use agreements and Other Purposes agreements and to set the Discount and Penalty Rates applicable to those agreements.

WHEREAS, the Irrigation Districts Act requires that fees that apply to Household Purposes agreements, Water Conveyance agreements and Rural Water Use agreements be established by bylaw and further that such fees be established on a fair and equitable basis;

AND WHEREAS, the District's Licence to Divert and Use Water allows the District to deliver water for the following purposes: Municipal, Agricultural, Commercial, Industrial, Habitat Enhancement and Recreation, to the maximum volumes for each purpose as set out in the Licence;

AND WHEREAS, the Irrigation Districts Act provides that a district may pass a bylaw providing for the allowance of discounts on payments and the addition of penalties on unpaid amounts;

NOW THEREFORE, the Board of Directors of the Eastern Irrigation District hereby enacts as follows:

1. This Bylaw may be cited as the "**2018 Fees Bylaw**".
2. Definitions:
When used in this Bylaw,
 - (a) "Irrigation Districts Act" or "Act" mean the Irrigation Districts Act, chapter I – 11, RSA 2000.
 - (b) "Board of Directors" means the Board of Directors of the District.
 - (c) "District" means the Eastern Irrigation District or the geographic area contained within the boundary of the Eastern Irrigation District, as the case may require.
 - (d) "Other Purposes agreement" means an agreement to deliver water for Municipal, Agricultural, Commercial, Industrial, Habitat Enhancement or Recreation purposes as authorized by the District's Licence to Divert and Use Water.
 - (e) Any other word or phrase that is defined in the Act and used in this Bylaw shall have the same meaning as given to the word or phrase by the Act.
3. The fees that apply to Household Purposes agreements are established as follows:
 - (a) Each parcel that is also charged a rate for irrigation acres or for a terminable agreement shall be charged a fee of **\$0.00** in addition to any rate charged for irrigation acres or for a terminable agreement.
 - (b) Each single parcel of land or individual country residential parcel that is subject to a household purposes agreement shall be charged **\$302.00** per year. The fee for this type of Household Purposes agreement, if issued on or after the 15th day of July, shall be **\$201.00**.
 - (c) Each single parcel of land or individual country residential parcel that is subject to a household purposes agreement and that is served by a pressurized water conveyance system shall be charged **\$452.00** per year. The fee for this type of Household Purposes agreement, if issued on or after the 15th day of July, shall be **\$276.00**.
4.
 - (a) Each Household Purposes agreement fee charged pursuant to this Bylaw is due and payable in full by the latest of the 30th day of April in each year, the due date shown on the applicable invoice, or the due date specified in the applicable Household Purposes agreement.
 - (b) The District wishes to encourage prompt payment of all Household Purposes agreement charges and thereby avoid costs associated with administering and collecting overdue accounts. To encourage prompt payment, a discount in the amount of \$100.00 shall be applied to each Household Purposes agreement

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account on which the current year's Household Purposes agreement fee is paid in full by not later than the 30th day of April. In the event a Household Purposes agreement or an invoice for a Household Purposes agreement is issued after the first day of April in any year, a discount in the amount of \$100.00 shall be applied to such invoice provided the current year's Household Purposes agreement fee is paid in full within 30 calendar days of the date of such invoice.

- (c) In the event there is a past due amount on any Household Purposes agreement account, a penalty of 1% per month, compounded monthly (12.67% per annum), shall be added to such account on the first day of each month beginning in the month immediately following the due date and continuing until the account is paid in full.
- (d) In the event any Household Purposes agreement fee is not paid in full by the due date specified in clause 4(a) above, the District's General Manager may cancel the agreement or otherwise suspend service under the agreement. In the event that an agreement is cancelled or service is suspended and the General Manager is willing to enter into a new agreement or to otherwise reinstate service, the agreement holder, prior to service being reinstated, shall pay a penalty of \$250.00, plus any outstanding amount on the agreement holder's account, plus any costs incurred by the District in collecting the outstanding amount, plus any costs incurred by the District in canceling the agreement and in discontinuing, suspending and reinstating service.

5. The District has adopted a process to determine the fees that apply to Rural Water Use agreements based on the following categories and descriptions:

- (a) The volume of water to be delivered per season pursuant to a Rural Water Use agreement will typically be from 2 acre feet to 20 acre feet.

| <u>Category</u> | <u>Description</u> |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Farmyard Water (non-pressurized system) | refers to a Rural Water Use agreement issued for the purpose of watering a farmyard where the agreement holder is an irrigator, the parcel of land subject to the agreement is assessed for irrigation acres, and the total annual volume of water allocated in the agreement does not exceed 5 acre feet. |
| Farmyard Water (served by pressurized system) | refers to a Rural Water Use agreement issued for the purpose of watering a farmyard where the agreement holder is an irrigator, the parcel of land subject to the agreement is assessed for irrigation acres, the parcel of land is served by a pressurized water conveyance system, and the total annual volume of water allocated in the agreement does not exceed 5 acre feet. |

Eastern Irrigation District

BYLAW 925 (2018)

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Livestock Water refers to a Rural Water Use agreement issued for the purpose of watering livestock.

Livestock Water (served by a pressurized system)

refers to a Rural Water Use agreement issued for the purpose of watering livestock where the parcel of land is served by a pressurized water conveyance system.

Agri-Business

refers to a Rural Water Use agreement issued for any agriculturally related and/or connected commercial activity, other than for livestock watering.

Country Residential (non-pressurized system)

refers to a Rural Water Use agreement issued for the purpose of supplying water to a parcel of land that is:

- (a) categorized by the District as a country residential parcel, and,
 - (b) not assessed for irrigation acres.
-

Country Residential (served by pressurized system)

refers to a Rural Water Use agreement issued for the purpose of supplying water to a parcel of land that is:

- (a) categorized by the District as a country residential parcel,
 - (b) served by a pressurized water conveyance system, and,
 - (c) not assessed for irrigation acres.
-

Industrial

refers to Rural Water Use agreement issued for any non-agricultural commercial or industrial purpose which is not related, directly or indirectly, to the oil and gas industry or to the maintenance, construction or rehabilitation of infrastructure [such as highways].

Combination Rural Water Use

where an irrigator is eligible for a Farmyard Water Rural Water Use agreement and that irrigator requires more than 5 acre feet of water due to livestock or agri-business requirements, a combined Farmyard Water and Livestock Water or a combined Farmyard Water and Agri-business Rural Water Use agreement may be issued. Under such a Combined Rural Water Use agreement, the charge for the first 5 acre feet of water will be at the Farmyard Water rate (served by non-pressurized or pressurized system as the case may require) and the charge for the additional acre feet will be at the Livestock Water or Agri-Business rate (Base charge plus per acre foot charge) dependent upon the type of combined agreement being issued.

Eastern Irrigation District

BYLAW 925 (2018)

Being a Bylaw of the Eastern Irrigation District to set the fees for Household Purposes agreements, Water Conveyance agreements, Rural Water Use agreements and Other Purposes agreements and to set the Discount and Penalty Rates applicable to those agreements.

6. The fees to be applied to the following types of Rural Water Use agreements shall be as set out below. The Base Charge, for each type of Rural Water Use agreement, includes the cost of 2 acre feet of water. Where a Rural Water Use agreement provides for the delivery of more than 2 acre feet of water, the annual fee for such agreement shall be calculated by adding to the Base Charge the applicable per acre foot fee as set out below for each acre foot of water in excess of 2 acre feet of water.

| <u>Category</u> | <u>Fee Per Acre Foot</u> | <u>Minimum Charge Per Agreement</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Farmyard Water (non-pressurized system) | \$0 | \$0 |
| <hr/> | | |
| Farmyard Water (served by pressurized system) | | |
| The Base Charge of \$300.00 includes the energy costs associated with delivering 2 ac ft of water through a pressurized system | | \$300.00 |
| The Base Charge for this type of Rural Water Use agreement if issued on or after the 15 th day of July, shall be | | \$200.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | | \$100.00 / ac ft |
| The charges for this type of Rural Water Use agreement recover only the energy costs associated with delivering water through a pressurized system. | | |
| <hr/> | | |
| Livestock Water | | |
| at 65% of per acre foot cost | | |
| (\$32.00 x .65 rounded to nearest \$1.00 = \$21.00) | | |
| Base Charge of \$202.00 includes 2 ac ft | | \$202.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | | \$151.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | | \$ 21.00 / ac ft |
| <hr/> | | |
| Livestock Water (served by a pressurized system) | | |
| at 65% of per acre foot cost | | |
| (\$32.00 x .65 rounded to nearest \$1.00 = \$21.00) | | |
| Base Charge of \$802.00 includes 2 ac ft | | \$802.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | | \$451.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | | \$221.00 / ac ft |

Eastern Irrigation District

BYLAW 925 (2018)

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Agri-Business

at 90% of per acre foot cost

(\$32.00 x .90 rounded to nearest \$1.00 = \$29.00)

| | |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| Base charge of \$218.00 includes 2 ac ft | \$218.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | \$159.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | \$ 29.00 / ac ft |

Country Residential – non-pressurized system

at 100% of per acre foot cost

(\$32.00 x 1 rounded to nearest \$1.00= \$32.00)

| | |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| Base Charge of \$334.00 includes 2 ac ft | \$334.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | \$217.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | \$ 32.00 / ac ft |

Country Residential – served by pressurized system

| | |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| Base charge of \$634.00 includes 2 ac ft | \$634.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | \$367.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | \$132.00 / ac ft |

Industrial

at 120% of per acre foot cost

(\$32.00 x 1.2 rounded to nearest \$1.00 = \$38.00)

| | |
|------------------------------------------------------------------------------------------------------------------------------|------------------|
| Base charge of \$406.00 includes 2 ac ft | \$406.00 |
| The Base Charge for this type of Rural Water Use agreement, if issued on or after the 15 th day of July, shall be | \$253.00 |
| Additional fee for each acre foot of water in excess of 2 acre feet | \$ 38.00 / ac ft |

7.

- (a) Each Rural Water Use agreement fee charged pursuant to this Bylaw is due and payable in full by the latest of the 30th day of April in each year, the due date shown on the applicable invoice, or the due date specified in the applicable Rural Water Use Purposes agreement.
- (b) The District wishes to encourage prompt payment of all Rural Water Use agreement charges and thereby avoid costs associated with administering and collecting overdue accounts. To encourage prompt payment, a discount in the amount of \$100.00 shall be applied to each Rural Water Use Purposes agreement account on which the current year's Rural Water Use Purposes agreement fee is paid in full by not later than the 30th of April. In the event a Rural Water Use agreement or an invoice for a Rural Water Use agreement is issued after the first day of April in any year, a discount in the amount of \$100.00 shall be applied to such invoice provided the current year's Rural Water Use agreement fee is paid in full within 30 calendar days of the date of such invoice.
- (c) In the event there is a past due amount on any Rural Water Use agreement account, a penalty of 1% per month, compounded monthly (12.67% per annum), shall be added to such account on the first day of each

Eastern Irrigation District

BYLAW 925 (2018)

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month beginning in the month immediately following the due date and continuing until the account is paid in full.

- (d) In the event any Rural Water Use agreement fee is not paid in full by the due date specified in clause 7(a) above, the District's General Manager may cancel the agreement or otherwise suspend service under the agreement. In the event that an agreement is cancelled or service is suspended and the General Manager is willing to enter into a new agreement or to otherwise reinstate service, the agreement holder, prior to service being reinstated, shall pay a penalty of \$250.00, plus any outstanding amount on the agreement holder's account, plus any costs incurred by the District in collecting the outstanding amount, plus any costs incurred by the District in canceling the agreement and in discontinuing, suspending and reinstating service.

8. Notwithstanding clauses 3, 4, 6 and 7 of this Bylaw,

- (a) The fee applicable to any Household Purposes agreement or Rural Water Use agreement that is invoiced to the County of Newell and then re-invoiced by the County to the agreement holder shall be \$100.00 less than the applicable fee as set out in clause 3 or 6 of this Bylaw.
- (b) All such fees invoiced to the County of Newell shall be due and payable in full not later than 30 days following the invoice date. The prompt payment discounts set out in clauses 4 and 7 shall not be applied to any amounts invoiced to or paid by the County of Newell under this clause 8.
- (c) In the event there is a past due amount on any invoice issued to the County of Newell under this clause 8, a penalty of 1% per month, compounded monthly (12.67% per annum), shall be added to such account on the first day of each month beginning in the month immediately following the due date and continuing until the account is paid in full.

9. The fees that apply to a water conveyance agreement, except for any water conveyance agreement wherein other fees have been agreed upon, are established at:

- (a) the fee established for water conveyed for industrial purposes is set at 95% of the cost per acre foot of water consumed and shall be \$30.00 per acre foot.
- (b) the fee established for water conveyed for municipal purposes is set at 85% of the cost per acre foot of water consumed and shall be \$27.00 per acre foot.
- (c) the fee established for water conveyed for golf course purposes is set at 85% of the cost per acre foot of water consumed and shall be \$27.00 per acre foot.
- (d) the fee established for water conveyed for agricultural purposes is set at 75% of the cost per acre foot of water consumed and shall be \$24.00 per acre foot.

10. The fees for conveyance or supply of water under water conveyance agreements for licensees, permit or approval holders, whose primary water use is in support of, or connected with, oil and gas exploration activities, are set in mutually acceptable agreements or contracts with such parties and are based, only in part, on the cost of water conveyance.

11. In the event there is a past due amount on any Water Conveyance agreement account, a penalty of 1% per month, compounded monthly (12.67% per annum), shall be added to such account on the first day of each month beginning in the month immediately following the due date and continuing until the account is paid in full.

Eastern Irrigation District

BYLAW 925 (2018)

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12. The fees that apply to Other Purposes agreements are established as follows:

| OTHER PURPOSES WATER AGREEMENTS | | | | | |
|------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------|--|
| Category | Option 1 One Time Payment + Lower Annual Fee | | Option 2 No Acquisition Payment, Higher Annual Fee | | |
| | Charge / Acre Foot | | | Charge / Acre Foot | |
| | 1 Time | Annual | 1 Time | Annual | |
| Municipal – Residential Lot (served by a non-pressurized system) | \$1,000/ac ft | Base Charge of \$234.00 /lot, includes up to 2 acre feet of water, plus \$32.00 per acre foot for each acre foot in excess of 2 acre feet. | X | X | |
| Municipal – Residential Lot (served by a pressurized system) | \$1,000/ac ft | Base charge of \$534.00 /lot, includes 2 ac feet of water per lot, plus \$132.00 per acre foot for each acre foot in excess of 2 acre feet per lot. | X | X | |
| Agricultural | \$500/ac ft | \$29.00 /acre ft | \$0 | \$58/acre ft | |
| Commercial | \$1,200/ac ft | \$38.00 /acre ft | \$0 | \$76/acre ft | |
| Industrial | \$1,200/ac ft | \$38.00 /acre ft | \$0 | \$76/acre ft | |
| Habitat | \$500/ac ft | \$29.00 /acre ft | \$0 | \$58/acre ft | |
| Recreation | \$1,000/ac ft | \$29.00 /acre ft | \$0 | \$58/acre ft | |

- (a) An applicant for a Municipal Other Purposes agreement shall pay the One Time Payment plus the annual fee as set out in the table above.
- (b) An applicant for an Other Purposes agreement, other than a Municipal Other Purposes agreement, shall choose to pay either the One Time Payment plus the annual fee as set out in Option 1 in the table above or to pay only an annual fee as set out in Option 2 in the table above. In the event an Other Purposes agreement is cancelled or terminated by either party, the One Time Payment, if any, that was paid for the agreement will be refunded to the agreement holder. The amount of the refund will be calculated using the applicable One Time Payment rate as set out in the prevailing Fees Bylaw on the date that the agreement is cancelled or terminated. If the agreement holder owes any money to the District, the amount of any refund hereunder may be applied against the amount so owed.
- (c) In the event that the District chooses to convert an existing Rural Water Use agreement into an Other Purposes agreement, the person holding the Rural Water Use agreement may choose Option 1 without being required to pay the One Time Payment. In the event that the District chooses to convert one or more Household Purposes and / or Rural Water Use agreements into a Municipal Other Purposes agreement between the County of Newell and the District, the County shall not be required to pay the One Time Payment.

Eastern Irrigation District

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- (d) Each Other Purposes agreement fee charged pursuant to this Bylaw is due and payable in full by the latest of the 30th day of April in each year, the due date shown on the applicable invoice, or the due date specified in the applicable Other Purposes agreement.
 - (e) In the event there is a past due amount on any Other Purposes agreement account, a penalty of 1% per month, compounded monthly (12.67% per annum), shall be added to such account on the first day of each month beginning in the month immediately following the due date and continuing until the account is paid in full.
 - (f) In the event any Other Purposes agreement fee is not paid in full by the due date specified in clause 12(d) above or in the event of any other default on the part of an agreement holder, the District's General Manager may cancel the agreement or otherwise suspend service under the agreement. In the event that an agreement is cancelled or service is suspended and the General Manager is willing to enter into a new agreement or to otherwise reinstate service, the agreement holder, prior to service being reinstated, shall pay a penalty of \$250.00, plus any outstanding amount on the agreement holder's account, plus any applicable One Time Payment, plus any costs incurred by the District in collecting the outstanding amount, plus any costs incurred by the District in canceling the agreement and in discontinuing, suspending and reinstating service.
13. Nothing in this Bylaw shall be construed to extend the time for payment of any amount charged pursuant to this Bylaw or, in any way, to impair any other remedy the District may have for the collection of those amounts.
14. **Bylaw 916 (2017)** is hereby repealed.
15. This Bylaw shall come into force and take effect on the 1st day of January, 2018.

Vice-Chairman

General Manager

Introduced and read the 1st time on the **18th** day of **January, 2018**.

Read the 2nd time on the **18th** day of **January, 2018**.

Read the 3rd time and finally passed on the **18th** day of **January, 2018**.